

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
HELENA DIVISION

DONNA GROHMAN,

Plaintiff,

vs.

MOUNTAIN WEST FARM BUREAU
MUTUAL INSURANCE COMPANY,

Defendant.

No. CV 19-58-H-SEH

ORDER

A hearing on Mountain West Farm Bureau Mutual Insurance Company's Motion in Limine¹ and Grohman's Motions in Limine² was held July 8, 2021.

Plaintiff's motion³ sought,

[A]n order in limine to exclude any evidence, testimony or argument (including but not limited during voir dire, opening statements, questioning of witness and closing arguments) related to:

¹ Doc. 63.

² Doc. 65.

³ Doc. 65.

1. Claims of comparative bad faith by Grohman, or her counsel, which is no defense to Defendant's duty to comply with the UTPA;
2. After-acquired evidence not discovered or known at the time Defendant adjusted the underlying claim;
3. Attacks on the claimant or claimant's counsel;
4. Personal opinions or comments on the evidence;
5. Evidence of prior pleadings which are superceded by the final pretrial order;
6. Any communications with Nelson & Dahle because Defendant has withheld cross-examination/impeachment evidence based on a claim of attorney/client privilege;
7. Evidence of collateral sources in the underlying action.⁴

Defendant's motion⁵ sought,

[A]n in limine order prohibiting Plaintiff from attempting to elicit testimony or introduce evidence in the following areas:

Legal conclusions;

⁴ Doc. 65 at 1.

⁵ Doc. 63.

The Mend the Hold Doctrine; and

Speculation about Mountain West's motives, control of the underlying action, and advice Mountain West received from its attorneys.⁶

Upon the record made in open court,

ORDERED:

1. Grohman's Motions in Limine:⁷
 - a. "Claims of comparative bad faith by Grohman, or her counsel"⁸ is GRANTED.
 - b. "After-acquired evidence not discovered or known at the time Defendant adjusted the underlying claim"⁹ is GRANTED to the extent that Defendant may not introduce or rely upon any information or evidence of Plaintiff's medical expenses, claimed by Plaintiff to arise from the accident of November 9, 2011, acquired or made known to Defendant after the date upon which it determined that it would not pay for additional medical expenses incurred by Plaintiff and asserted

⁶ Doc. 63 at 1-2.

⁷ Doc. 65.

⁸ Doc. 65 at 1.

⁹ Doc. 65 at 1.

by Plaintiff to arise from the accident of November 9, 2011, including revision surgery on October 1, 2016.

c. “Attacks on claimant or claimant’s counsel”¹⁰ is GRANTED.

d. “Personal opinions or comments on the evidence”¹¹ is GRANTED.

e. “Evidence of prior pleadings which are superceded by the final pretrial order”¹² is GRANTED.

f. “Any communications with Nelson & Dahle because Defendant has withheld cross-examination/impeachment evidence based on a claim of attorney/client privilege”¹³ is GRANTED.

g. “Evidence of collateral sources in the underlying action”¹⁴ is GRANTED.

2. Mountain West Farm Bureau Mutual Insurance Company’s Motion in Limine:¹⁵

¹⁰ Doc. 65 at 1.

¹¹ Doc. 65 at 1.

¹² Doc. 65 at 1.


¹³ Doc. 65 at 1.

¹⁴ Doc. 65 at 1.

¹⁵ Doc. 63.

- a. “Legal conclusions”¹⁶ is GRANTED.
 - b. “Mend the Hold Doctrine”¹⁷ is GRANTED as stated in paragraph 1(b) above.
 - c. “Speculation about Mountain West’s motives, control of the underlying action, and advice Mountain West received from its attorneys”¹⁸ is GRANTED.
3. The Court will conduct a telephone conference with all counsel of record at 2:00 p.m. on July 12, 2021. The Court will initiate the call.

DATED this 9th day of July, 2021.



SAM E. HADDON
United States District Judge

¹⁶ Doc. 63 at 1.

¹⁷ Doc. 63 at 1.

¹⁸ Doc. 63 at 2.